Resolution approving the purchase of 2117 Allen Creek Road.

Date: April 11, 2022

SUBJECT AND SUMMARY:

Council approval of the purchase of the subject property.

RELATIONSHIP TO COUNCIL GOALS:

This supports Council's goal of INFRASTRUCTURE to meet community needs by acquiring additional property that could be used for park and stormwater infrastructure.

CALL TO ACTION SCHEDULE:

Call to action schedule: Per the purchase agreement, the deadline to close is April 19, 2022.

BACKGROUND:

On March 23, 2022, the staff received an email from First American Title stating they were handling a sale for the subject property. During the title search, they found a recorded First Right of Refusal for the purchase of 2117 Allen Creek Road by the City of Grants Pass signed in 2005.

At its March 28, 2022, executive session, Council directed staff to purchase this property for $200,000. Acquisition of this property provides access to currently three City landlocked properties. The current three landlocked properties were acquired for future park reserve. The proposed property purchase has realized additional City benefit.

This property can be an important piece in the development of the Allen Creek Road improvement project as it provides access from Allen Creek Road to Allen Creek. The connection will allow for the installation of a single larger stormwater retention facility in place of several smaller facilities currently in design. The single facility will be more effective due to its location and will reduce staff maintenance requirements.

Public Works will purchase and clean the property to be able to install stormwater retention ponds and connect those ponds to Allen Creek as the ultimate outfall location. The ponds will be constructed so as to be an amenity to any future natural park development.

COST IMPLICATION:

Revenue source: $200,000 from Project No. TR6116 – Allen Creek Road Improvements.

ITEM: 3.a. RESOLUTION APPROVING THE PURCHASE OF 2117 ALLEN CREEK ROAD.
Staff Report (continued):

ALTERNATIVES:

1. Purchase the property per the agreement;
2. Do not purchase the property.

RECOMMENDED ACTION:

This action is at Council’s discretion.

POTENTIAL MOTION:

I move to approve the purchase of 2117 Allen Creek for $200,000 and ratify the purchase agreement.
RESOLUTION NO.

A RESOLUTION OF THE COUNCIL OF THE CITY OF GRANTS PASS
APPROVING THE PURCHASE OF 2117 ALLEN CREEK ROAD.

WHEREAS:

1. The City Council directed staff to enter into a purchase agreement for the
purchase of the subject property. The purchase price is $200,000; and

2. The purchase agreement is not fully effective until the City Council ratifies it.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Grants
Pass approves and ratifies the purchase agreement.

EFFECTIVE DATE of this Resolution shall be immediate upon its passage by the
City Council and approval by the Mayor.

ADOPTED by the Council of the City of Grants Pass, Oregon, in special session
this 11th day of April 2022.

SUBMITTED to and _____________ by the Mayor of the City of Grants Pass,
Oregon, this ____ day of 2022.

_____________________________________________________________________
Sara Bristol, Mayor

ATTEST:

_____________________________________________________________________
Karen Frerk, City Recorder

Date submitted to Mayor: ____________________

Approved as to Form, Augustus Ogu, City Attorney
# FINAL AGENCY ACKNOWLEDGMENT

Both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and hereby acknowledge and consent to the following agency relationships in this transaction:

1. Buyer's Agent(s): **Augustus Ouy, City Attorney** Oregon License #: 89110016  
2. Buyer's Agent(s): Susan Tamraz Oregon License #: 89110016
3. Buyer Exclusively (Buyer Agency): **City of Grants Pass** Firm License #: 201224430
4. Name of Real Estate Firm(s): **Grant Pass, OR** 75227
5. Buyer's Agent's Office Address: 79 Frioldt Dr., Grants Pass, OR 97527
6. Phone #: (541) 240-270  
7. Phone #: (541) 354-0527  
8. Phone #: (541) 980-3329  
9. Phone #: (541) 980-3329  
10. E-mail: susan.tamraz@citiyofgrantspass.com
11. Seller's Agent(s): **Curtis Kramer** City of Grants Pass/Aaron Cubic Manager
12. Seller's Agent(s): **Curtis Kramer** City of Grants Pass/Aaron Cubic Manager
13. Phone #: (541) 980-3329  
14. Phone #: (541) 980-3329  
15. Phone #: (541) 980-3329  
16. Email: susan.tamraz@citiyofgrantspass.com

**If Buyer's and/or Seller's Agents and/or Firms are co-selling or co-listing in this transaction, all Agent and Firm names should be disclosed above.**

If both parties are each represented by one or more Agents in the same Real Estate Firm, and Agents are supervised by the same principal broker in that Real Estate Firm, Buyer and Seller acknowledge said principal broker will become the disclosed limited agent for both Buyer and Seller as more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller, and Agent(s).

Buyer will sign this acknowledgment at the time of signing this Agreement before submission to Seller. Seller will sign this acknowledgment at the time this Agreement is first submitted to Seller, even if this Agreement will be rejected or a counteroffer will be made. Seller's signature to this Final Agency Acknowledgment will not constitute acceptance of this Agreement or any terms herein.

## RESIDENTIAL REAL ESTATE SALE AGREEMENT

**THIS AGREEMENT IS INTENDED TO BE A LEGAL AND BINDING CONTRACT. IF IT IS NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE BEFORE SIGNING. FOR AN EXPLANATION OF THE PRINTED TERMS AND PROVISIONS IN THIS FORM, BUYER AND SELLER ARE ENCOURAGED TO CAREFULLY REVIEW THE DEFINITIONS AND MISCELLANEOUS SECTION BELOW. NO CHANGES OR ALTERATIONS ARE PERMITTED TO ANY PORTION OF THE PRE-PRINTED FORMAT OR TEXT OF THIS FORM. ANY SUCH PROPOSED CHANGES OR ALTERATIONS SHOULD BE MADE ON A SEPARATE DOCUMENT.**

### 1. PARTIES/PRICE/PROPERTY DESCRIPTION:

<table>
<thead>
<tr>
<th>Buyer</th>
<th>City of Grants Pass/Aaron Cubic Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buyer</td>
<td>Print</td>
</tr>
<tr>
<td>Seller</td>
<td>Print</td>
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<tr>
<td>Seller</td>
<td>Print</td>
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Offers to purchase from Seller Curtis Kramer.

The following described real property (the "Property") situated in the State of Oregon, County of Josephine, and commonly known or identified as (insert street address, city, zip code, tax identification number, lot/block description, etc.):

3117 SW Allen Creek Rd/ R319918, Grants Pass, OR 97527-5826

(If a complete legal description of the Property is not included in this Agreement, Buyer and Seller agree to use the legal description provided by Escrow (defined in Section 24 - Escrow) for purposes of legal identification and conveyance of title.)

- for the "Purchase Price" (in U.S. currency) of: A $ 200,000.00
- on the following terms: as earnest money, the sum of (the "Deposit") B $ 2,000.00
- as additional earnest money, the sum of (the "Additional Deposit") C $
- at or before Closing, the balance of the down payment D $
- at Closing and on delivery of the E $ 198,000.00

The terms of this Agreement will be paid as agreed in the Financing Sections of this Agreement.

(Lines B, C, D, and E should equal Line A)

<table>
<thead>
<tr>
<th>Buyer Initials</th>
<th>/</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seller Initials</td>
<td>/</td>
<td>Date</td>
</tr>
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**CREDIT: Oregon Real Estate Forms, LLC 2022**

<table>
<thead>
<tr>
<th>WILD ROUGE GROUP EXP, LLC 79 FRIDOLT DR GRANTS PASS OR 97527</th>
<th>Phone: 541-980-352</th>
<th>Fax:</th>
<th>2117 Allenwood Dr</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oregon Real Estate Forms, LLC 2022</td>
<td><a href="http://www.orefform.com">www.orefform.com</a></td>
<td>717 N Herndon St, Suite 2200, Dallas, TX 75201</td>
<td><a href="http://www.orefform.com">www.orefform.com</a></td>
</tr>
</tbody>
</table>
2. FIXTURES/CONTROLS/KEYS: All fixtures and essential related equipment (for example, remote controls, smart home features, and all keys related to the Property including mailbox, outbuilding(s), etc.) are to be left on the Property. Fixtures will include but not be limited to: built-in appliances; attached floor coverings; drapery rods and curtain rods; window and door screens; storm doors and windows; system fixtures (irrigation, plumbing, ventilating, cooling and heating); water heaters; attached electric light and bathroom fixtures; light bulbs; fluorescent lamps; window blinds; awnings; fences; all planted shrubs, plants, and trees;除外：None

3. PERSONAL PROPERTY: Only the following personal property, in "AS-IS" condition and at no stated value is included: Sellers personal property

FINANCING

4. BALANCE OF PURCHASE PRICE (Select A or B):
Buyer represents that Buyer has liquid and available funds for the Deposit and down payment, and if an all cash transaction, the full Purchase Price, sufficient to close this transaction and is not relying on any contingent source of funds (for example, from loans, gifts, sale or closing of other property, 401(k) disbursements, etc.), except as follows (describe): SDC FUNDS

A. ☑ This is an all cash transaction, Buyer will provide verification ("Verification") of readily available funds as follows (select only one):
☑ Buyer has attached the Verification to this Agreement.
☑ Buyer will provide Seller with the Verification within ___3___ Business Days (three [3] if not filled in) after the Effective Date;
[Other (Describe):] ________

If the Verification is not attached to this Agreement, Seller may notify Buyer, in writing, of Seller's unconditional disapproval of the Verification within ___2___ Business Days (two [2] if not filled in) ("Disapproval Period") following its receipt by Seller. Provided, however, such disapproval must be objectively reasonable. Upon such disapproval, all Deposits will be promptly refunded to Buyer and this transaction will be terminated.

If Seller fails to provide Buyer with written unconditional disapproval of the Verification by 5:00 p.m. of the last day of the Disapproval Period, Seller will be deemed to have approved the Verification. If Buyer fails to submit a Verification within a time frame selected above, unless the parties agree otherwise in writing, all Deposits will be promptly refunded, and this transaction will be terminated.

B. ☐ The Balance of the Purchase Price will be financed through one of the following loan programs (Select only one):
☐ Conventional; FHA; Federal VA (Seller will not agree to pay Buyer's non-allowable VA fees);
☐ FHA or Federal VA is selected, Buyer has attached OREF 037 FHA / Federal VA Amendment Clause to this Agreement,
☐ Other (Describe): ________

Buyer agrees to seek financing through a lending institution or mortgage broker (collectively, "Lender") participating in the loan program selected above.

Pre-Approval Letter,
☑ Buyer has attached a pre-approval letter from Buyer's Lender (a "Pre-approval Letter") to this Agreement;
☑ Buyer will provide Seller with the Pre-approval Letter within ___3___ Business Days (three [3] if not filled in) after the Effective Date;
[Other (Describe):] ________

FINANCING CONTINGENCIES: If Buyer is financing any portion of the Purchase Price (the "Loan"), then this transaction is subject to the following contingencies (the "Financing Contingencies"): (1) Buyer and the Property will qualify for the Loan from Lender; (2) Lender's appraisal will not be less than the Purchase Price; (3) Buyer obtains the Loan from Lender, unless failure to obtain the Loan is due to the fault of Buyer; and, (4) Other (Describe):

Except as provided in this Agreement, all Financing Contingencies are solely for Buyer's benefit and may be waived by Buyer in writing at any time.

FAILUre OF FINANCING CONTINGENCIES: If Buyer receives actual notification from Lender that any Financing Contingencies have failed or otherwise cannot occur, Buyer will promptly notify Seller, and the parties will have ___2___ Business Days (two [2] if not filled in) following the date of Buyer's Notice to Seller to either (a) terminate this transaction by signing an OREF 037 Termination Agreement and terminate escrow by signing a similar agreement if required by Escrow; or (b) reach a written agreement on price and terms that will permit this transaction to continue. Seller and Buyer are not required under the preceding provision (b) to reach an agreement, if (a) or (b) fail to occur within the time period identified in Section 5.2 (Failure of Financing Contingencies), this transaction will be automatically terminated, and all Deposits will be promptly refunded to Buyer, Buyer understands that on termination of this transaction, Seller will have the right to place the Property back on the market for sale at any price and terms as Seller determines, at Seller's sole discretion.

Buyer Initials / Date _____________________________
Seller Initials / Date _____________________________
6.3 BUYER'S OBLIGATIONS REGARDING FINANCING: Buyer represents to and agrees with Seller as follows:

(1) Not later than 3 Business Days (three [3] if not filled in) following the Effective Date, Buyer will submit to the Lender who provided the Pre-approval Letter a completed loan application for purchase of the Property. A "completed loan application" will include the following information: (i) Buyer's name(s); (ii) Buyer's income(s); (iii) Buyer's social security number(s); (iv) the Property address; (v) an estimate of the value of the Property, and (vi) the loan amount sought.

(2) If Buyer is satisfied with the Loan Estimate offered by Buyer's Lender, Buyer will so notify Lender within 3 Business Days (three [3] if not filled in - but not to exceed ten (10)) following Buyer's receipt of Lender's Loan Estimate. At Seller's request, Buyer will promptly notify Seller of the date of Buyer's signed notice of intent to proceed with the Loan.

(3) Buyer will thereafter complete all paperwork requested by the Lender, including payment of all application, appraisal, and processing fees, to obtain the Loan.

(4) Buyer will not replace the Lender or loan program selected in Section 4.B. without Seller's written consent, which may be withheld in Seller's sole discretion.

(5) Following submission of Buyer's loan application, Buyer will keep Seller promptly informed of all material non-confidential developments regarding Buyer's financing and the Time of Closing.

(6) Buyer will authorize the Lender to order the appraisal of the Property before expiration of the Inspection Period (defined at Section 10 - Inspections, or Section 1 of the OREF 068 Professional Inspection Addendum if applicable).

(7) Buyer authorizes Buyer's Lender to provide non-confidential information to Buyer's and Seller's Agents regarding Buyer's loan application status.

6. SELLER-CARRIED FINANCING: If the Seller is financing all or a portion of the Purchase Price through a land sale contract, promissory note and trust deed/mortgage, option, or lease-to-own agreement (a "Seller-carried Transaction"), Buyer and Seller are advised to review the OREF 032 Advisory Regarding Seller-Carried Transactions. Buyer and Seller agree to (select only one):

☐ Use the OREF 032 Seller-Carried Transaction Addendum and related forms; or
☐ Secure a mortgage loan originator ("MLO") or legal counsel to negotiate and draft the necessary documents.

Regardless of the option selected above, Seller and Buyer agree to reach a signed written agreement specifying the terms and conditions of such financing (for example, the down payment, interest rate, amortization term, payment dates, late fees, and balloon dates) within 20 Business Days (ten [10] if not filled in) after the Effective Date ("Negotiation of Terms Period"). If Buyer and Seller fail to reach agreement by 5:00 p.m. on the last day of the Negotiation of Terms Period, all Deposits will be refunded to Buyer and this transaction will be automatically terminated. Oregon law requires, unless exempted, that individuals offering or negotiating the terms must be an Oregon-licensed attorney or hold an MLO license. Your real estate agent is not qualified to provide these services or to advise you in this regard. Legal advice is strongly recommended.

7. PROPERTY AND CASUALTY INSURANCE: Buyer is encouraged to promptly verify the availability and cost of property and casualty insurance that will be secured for the Property. Additionally, Lender may require proof of that insurance as a condition of a new loan.

7.2 FLOOD INSURANCE: If the Property is located in a designated flood zone, flood insurance may be required as a condition of a new loan. Buyer is encouraged to promptly verify the need, availability, and cost of flood insurance, if applicable. An Elevation Certificate ("EC") is the document used by the National Flood Insurance Program to determine the difference in elevation between a home or building and the elevation to which floodwater is anticipated to rise during certain floods. The flood insurance premium for a particular property is based on the EC. Whether a property in a flood zone requires an EC depends on when it was constructed. An EC must be prepared and certified by a land surveyor, engineer, or architect who is authorized by the local jurisdiction to certify elevation information. The costs and fees for an EC may range from a few hundred dollars to over a thousand.

If the Property requires an EC, it will need to be obtained prior to receiving a flood insurance quote. Additionally, a lender may require an EC as a condition of loan approval. For more information, go to www.fema.gov.

8. ADDITIONAL FINANCING PROVISIONS (for example, Closing Costs):

CONTINGENCIES

9. TITLE INSURANCE: Within one (1) Business Day after the Effective Date, Seller or Seller's Agent will, at Seller's sole expense, order from the title insurance company selected at Section 24 (Escrow) below, a preliminary title report and copies of or links to all documents of record (the "Report and Documents") for the Property, and furnish them to Buyer using the Notification Method described in Section 37(2) (Miscellaneous) below. Unless otherwise provided in this Agreement, this transaction is subject to Buyer's review and approval of the Report and Documents. If the Report and Documents are not fully understood, Buyer should contact the title insurance company for further Information or seek competent legal advice. The Buyer's and Seller's Agents are not qualified to advise on specific legal or title issues.

Buyer Initials_________ / ________ Date __________

Seller Initials_________ / ________ Date __________

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Upon receipt of the Report and Documents, Buyer will have 5 Business Days (five if not filled in) within which to Notify Seller, in writing, of any matters disclosed in the Report and Documents which are unacceptable (the "Objections"). Buyer’s failure to timely object in writing will constitute acceptance of the Report and Documents. However, Buyer’s failure to timely object will not relieve Seller of the duty to convey marketable title to the Property pursuant to Section 30 (Deed) below, if within 5 Business Days (five if not filled in) following Seller’s receipt of the Objections, Seller fails to remove or correct any of the Objections, or fails to give written assurances reasonably satisfactory to Buyer of removal or correction prior to Closing, all Deposits will be promptly refunded to Buyer and this transaction will be terminated unless Buyer waives this contingency in writing. Within thirty (30) days after Closing, the title insurance company will furnish to Buyer an owner’s standard form policy of title insurance insuring marketable title in the Property to Buyer in the amount of the Purchase Price, free and clear of the Objections, if any, and all other title exceptions agreed to be removed as part of this transaction.

(Note: This Section 9 (Title Insurance) provides that Seller will pay for Buyer’s standard owner’s policy of title insurance, which is customary in Oregon. In some areas of the United States, such a payment might be regarded as a “seller concession.” Under the TILA-RESPA Integrated Disclosure (“TRID”) rule, there are limitations, regulations, and disclosure requirements on “seller concessions;” unless the product or service paid for by the Seller is one customarily paid by sellers in residential sales transactions. Accordingly, unless the terms of this Section 9 (Title Insurance) are modified in writing by Buyer and Seller, the parties agree and instruct Escrow that Seller’s payment of Buyer’s standard owner’s policy of title insurance is not a “seller concession” under TRID.)

10. PROPERTY INSPECTIONS: Buyer understands it is advisable to have complete inspections of the Property by qualified licensed professionals relating to such matters as structural condition, soil condition/compaction/stability, survey, zoning, operating systems, suitability for Buyer’s intended purpose, and environmental issues. The following list identifies some, but not all, environmental issues found in and around many properties that may affect health: asbestos, carbon monoxide, electric and magnetic fields, formaldehyde, lead and other contaminants in drinking water and well water, lead-based paint, mold and mildew, radon, and leaking underground storage tanks. If Buyer has any concerns about these conditions or others, Buyer is encouraged to secure the services of a licensed professional inspector, consultant, or health expert, for information and guidance. Neither Buyer’s nor Seller’s Agent are qualified to conduct such inspections and will not be responsible to do so. For further details, Buyer is encouraged to review the website of the Oregon Public Health Division at www.pacifichealth.oregon.gov.

Select only one box below:

☐ Licensed Professional Inspections: At Buyer’s expense, Buyer may have the Property inspected by one or more licensed professional of Buyer’s choice. However, Buyer must specifically identify in this Agreement any desired invasive inspections that may include testing or removal of any portion of the Property (for example, radon and mold).

Identify Invasive Inspections:

Buyer will restore the Property following any inspections or tests performed by Buyer or on Buyer’s behalf. Buyer will have ___ Business Days (ten if not filled in) after the Effective Date (the “Inspection Period”), in which to complete all inspections and negotiations with Seller regarding any matters disclosed in any inspection report. Buyer will not provide all or any portion of the inspection reports to Seller unless requested by Seller; but if Seller requests all or any portion of a report during this transaction or within thirty (30) days following termination, Buyer will promptly comply.

Seller will not be required to modify any terms of this Agreement. Unless a written agreement has already been reached with Seller regarding Buyer’s requested repairs, Buyer may give Notice to Seller, using OREF 084 Notice of Buyer’s Unconditional Disapproval, at any time during the Inspection Period, of Buyer’s unconditional disapproval of the Property based on any inspection report. In which case all Deposits will be promptly refunded and this transaction will be terminated. If Buyer fails to provide Seller with written unconditional disapproval of any inspection report(s) by 5:00 p.m. of the final day of the Inspection Period, Buyer will be deemed to have accepted the condition of the Property. If prior to expiration of the Inspection Period, written agreement is reached with Seller regarding Buyer’s repairs, the Inspection Period will automatically terminate unless the parties agree otherwise in writing.

☐ Alternative Inspection Procedures: Buyer has attached OREF 085 Professional Inspection Addendum to this Agreement.

☐ Buyer’s Waiver of Inspection Contingency: Buyer represents to Seller and all Agents and Firms that Buyer is fully satisfied with the condition of the Property and all elements and systems thereof and knowingly and voluntarily elects to waive the right to have any inspections performed as a contingency to the Closing of the transaction. Buyer may conduct inspections for informational purposes only.

☒ Buyer’s Waiver of Inspections and Inspection Contingency: Buyer represents to Seller and all Agents and Firms that Buyer is fully satisfied with the condition of the Property and all elements and systems thereof and knowingly and voluntarily elects to waive the inspection contingency and the right to have any inspections. Buyer’s waivers are solely Buyer’s decision and at Buyer’s own risk.

☐ Other Inspection Addendum:

The selection above does not apply to OREF 081 Septic Onsite Sewage System or OREF 082 Private Well Addendum if attached.

11.1 PRIVATE WELL: Does the Property include a well that supplies or is intended to supply domestic water for household use? ☑ Yes ☐ No

If yes, Buyer has attached OREF 082 Private Well Addendum to this Agreement.

Buyer Initials _____________________ / Date _____________________

Seller Initials _____________________ / Date _____________________

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11.2 SEPTIC/ONSITE SEWAGE SYSTEM: Does the Property include a septic/onsite sewage system? ☐ Yes ☒ No

12. LEAD-BASED PAINT CONTINGENCY PERIOD: If the Property was constructed before 1978, then on or promptly after the Effective Date (the "Date of Delivery"), Seller shall deliver to Buyer OREF 021 Lead-Based Paint Disclosure Addendum (the "Disclosure Addendum"), together with the EPA Pamphlet entitled "Protect Your Family From Lead in Your Home." Unless waived by Buyer in writing in the Disclosure Addendum, Buyer shall have 10 calendar days (or such other mutually agreed on period) commencing on the day following the Date of Delivery, within which to conduct a lead-based paint assessment or inspection (the "LBPP Contingency Period"). Buyer may unconditionally cancel this transaction by written notice to Seller ("Notice of Cancellation") transmitted to Seller by any time before midnight on the last day of the LBPP Contingency Period. In that case, Buyer shall receive a prompt return of all Deposits, if requested by Buyer. Buyer shall deliver to Seller a copy of written reports or evaluations, if any, with the Notice of Cancellation.

Buyer's failure to deliver to Seller the Notice of Cancellation on or before midnight on the last day of the LBPP Contingency Period will constitute acceptance of the condition of the Property as it relates to the presence of lead-based paint or lead-based paint hazards, and the LBPP Contingency Period will automatically expire.

13. SELLER'S PROPERTY DISCLOSURE STATEMENT: Under Oregon law, Buyer has a right to receive Seller's offer (the "Revocation Right") unless the transaction is exempt or Buyer has waived the Revocation Right. Buyer may exercise the Revocation Right only in writing and only within five (5) Business Days after the Effective Date AND Seller has delivered to Buyer or Buyer's Agent a complete Seller's Property Disclosure Statement. However, Buyer may not exercise the Revocation Right any time before receiving the Seller's Property Disclosure Statement, so long as Buyer does so before Closing. This provision supersedes any contrary terms in the Seller's Property Disclosure Statement.

14. SELLER REPRESENTATIONS: Subject to any written disclosures made by Seller as a part of this transaction, Seller makes the following representations to Buyer:

(1) The primary dwelling is connected to (select all that apply):
☐ A public sewer system
☐ A private well
☐ A public water system
☐ An on-site sewage system
☐ Other (for example, septic system, etc.): Septic is abandoned. Utilities at street

(2) Seller has no knowledge of any hazardous substances in or about the Property other than substances (if any) contained in appliances and equipment. Seller acknowledges asbestos commonly exists in insulation, ceilings, floor coverings, and other areas in residential housing and may exist in the Property.

(3) Seller knows of no material defects in or about the Property.

(4) All electrical wiring, heating, cooling, plumbing, irrigation equipment and systems, and the balance of the Property, including the yard, will be in substantially their present condition at the time Buyer is entitled to possession.

(5) Seller has no notice of any liens or assessments to be levied against the Property.

(6) Seller has no notice from any governmental agency of any violation of law relating to the Property.

(7) Seller knows of no material discrepancies between visible lines of possession and use (such as existing fences, hedges, landscaping, structures, driveways, and other such improvements) currently existing on the Property and the legal description of the Property.

(8) The Property is and will remain fully insured by Seller through Closing.

Seller agrees to promptly notify Buyer if, prior to Closing, Seller receives actual notice of any event or condition that could result in any previously disclosed material information relating to the Property substantially misleading or incorrect.

These representations are made to the best of Seller's knowledge. Seller may have made no investigations. Exceptions to items (1) through (8) are:

(For more exceptions see Addendum)

Buyer acknowledges the above representations are not warranties regarding the condition of the Property and are not a substitute for, nor in lieu of, Buyer's own responsibility to conduct a thorough and complete independent investigation, including the use of professionals, where appropriate, regarding all material matters bearing on the condition of the Property, its value and its suitability for Buyer's intended use. Neither Buyer's nor Seller's Agents will be responsible for conducting any inspection or investigation of any aspect of the Property.

15. "AS-IS": Except for Seller's agreements and representations in this Agreement or in the Seller's Property Disclosure Statement, if any, Buyer is purchasing the Property "AS-IS," in its present condition and with all defects, apparent or not apparent. This provision will not be construed to limit Buyer's right to implied new home warranties, if any, that may otherwise exist under Oregon law.

16. APPROVED USES: THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE ____________________________ / __________________________
Buyer initials / Date

____________________________ / __________________________
Seller initials / Date

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CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSONS' RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.306 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY. UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

17. HOMEOWNER'S ASSOCIATION / TOWNHOME / PLANNED COMMUNITY: Is the Property a townhome, in a planned community, or does it have a Homeowner's Association? Yes ☐ No ☐ Unknown ☐ If yes or unknown, Buyer has attached OREF 034 Homeowner's Association / Townhome / Planned Community Addendum to this Agreement. In this Agreement, "townhome" means a connected home where the owner also owns the ground beneath the home, and "planned community" means a residential subdivision (not a condominium or timeshare) in which owners are collectively responsible for part of the subdivision.

18. ALARM SYSTEM: None ☐ Owned ☐ Leased ☐ Unknown ☐ If leased, Buyer will not assume lease at Closing. (15)

19. SMOKE/ CARBON MONOXIDE DETECTORS: Within Business Days (fifteen [15] if not filled in) after the Effective Date, the dwelling will have one or more operating smoke alarms, smoke detectors, and carbon monoxide detectors installed as required by law. Refer to ORS 479.260 for smoke alarms and smoke detectors and ORS 476.725 for carbon monoxide alarms.

20. SMART HOME FEATURES: Does the Property contain any “Smart Home” features? Yes ☐ No ☐ Unknown ☐ If Yes, or unknown, Seller will identify all Smart Home features in writing within three Business Days after the Effective Date. In addition, Seller will provide all necessary information for Buyer to access the Smart Home features at Closing, unless otherwise agreed in writing.

21. WOODSTOVE/WOOD-BURNING FIREPLACE INSERT: Does the Property contain a woodstove or wood-burning fireplace insert? Yes ☐ No ☐ If yes, is the woodstove/wood burning fireplace insert certified? Yes ☐ No ☐ If No or Unknown, Seller will promptly provide Buyer with OREF 046 Woodstove/Wood Burning Fireplace Insert Addendum.

22. HOME WARRANTIES: Home warranty plans may be available to help cover homeowner costs to repair/replace certain home systems and appliances. (See specific plan for details.) Will a plan be purchased for Buyer as a part of this transaction? Yes ☐ No ☐

23. ADDITIONAL PROVISIONS: 1. Buyer(s) have their own agent representation.

2. Close of escrow shall be 20 days from acceptance per previous contract.

For additional provisions, see Addendum.

ESCROW/CLOSING

24. ESCROW: This transaction will be closed at First American, Maribeth Bishop ("Escrow"), a neutral escrow company licensed and located in the State of Oregon. Costs of Escrow will be shared equally between Buyer and Seller unless specifically prohibited by the U.S. Department of Veterans Affairs (Federal VA). Seller authorizes Seller's Agent to order an owner's title policy at Seller's expense and further authorizes Escrow to pay out the cash proceeds of sale the expense of furnishing such policy, Seller's recording fees, Seller's Closing costs, and any liens and encumbrances on the Property payable by Seller on or before Closing. Buyer will deposit with Escrow sufficient funds necessary to pay Buyer's recording fees, Buyer's Closing costs, and Lender's fees if any. Real estate fees, commissions or other compensation for professional real estate services provided by Buyer's or Seller's Agents' Firms will be paid at Closing in accordance with the listing agreement, buyer representation agreement, or other written agreement for compensation.

25. PRORATIONS: Rents, current year's taxes, interest on assumed obligations, and other prepaid expenses attributable to the Property will be prorated as of (select one): the Closing Date; the date Buyer is entitled to possession.

26. UTILITIES: Seller will pay all utility bills accrued to the date Buyer is entitled to possession. Buyer will pay Seller for heating fuel/propane on the Property on the date Buyer is entitled to possession, at Seller's supplier's rate. Payment will be handled between Buyer and Seller outside of Escrow. Seller will not terminate or disconnect electric, gas, heating fuel/propane, or water utilities prior to the date Buyer is entitled to possession unless the parties agree otherwise in writing.

Buyer Initials / Date

Seller Initials / Date

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27. EARNEST MONEY DEPOSIT(S): When this Sale Agreement is signed and delivered by Buyer and Seller, the following instructions will apply to the handling of the Deposit.

The Deposit will be payable and deposited within ___3___ (three [3] if not filled in) Business Days after the Effective Date (the "Deposit Deadline") as follows:

- [X] Directly with Escrow;
- [ ] Directly into Buyer's Agent's Firm's client trust account and remain there until disbursement at Closing;
- [ ] Directly into Buyer's Agent's Firm's client trust account and thereafter deposit with Escrow/Title Company prior to Closing; and/or
- [ ] As follows:

Upon deposit of the Deposit in accordance with this Agreement, Buyer will take no steps to withdraw or authorize withdrawal of the Deposit, except in accordance with the terms and conditions of this Agreement. In the event Buyer attempts or succeeds in any withdrawal of the Deposit, it will be considered a breach of this Agreement and will result in a forfeiture of the Deposit and termination, at the option of the Seller, of the Buyer's right to purchase.

Caution: The Deposit, payable by the method selected by Buyer above, must be placed with Escrow or Buyer Agent's Firm's Client Trust account no later than 5:00 p.m. on the last day of the Deposit Deadline. The failure to do so may result in a breach of this Agreement.

If an additional Deposit is to be paid, it will be handled in accordance with the above-selected instructions, or (Describe):

Once the Deposit and additional Deposit, if any, is/are placed with Escrow, Seller's and Buyer's Agents and Firms will have no further responsibility to Buyer or Seller regarding said funds.

28.1 EARNEST MONEY DEPOSIT INSTRUCTIONS TO ESCROW: Buyer and Seller instruct Escrow as follows: upon your receipt of a copy of this Agreement signed by Buyer and Seller, establish an escrow account and proceed with Closing in accordance with the terms of this Agreement. If you determine the transaction cannot be closed for any reason (whether or not there is a dispute between Buyer and Seller), you are to hold all Deposits until you receive written instructions from Buyer and Seller, or a final ruling from a court or arbitrator, as to the disposition of the Deposits.

28.2 EARNEST MONEY REFUND TO BUYER: All Deposits will be promptly refunded to Buyer if: (1) Seller signs and accepts this Agreement but fails to furnish marketable title; or (2) Seller fails to complete this transaction in accordance with the material terms of this Agreement; or (3) any condition which Buyer has made an express contingency in this Agreement (and has not been otherwise waived) fails through no fault of Buyer. However, acceptance by Buyer of the refund will not constitute a waiver of other legal remedies available to Buyer.

28.3 EARNEST MONEY PAYMENT TO SELLER: If Seller signs and accepts this Agreement and title is marketable, Seller, at Seller's option, may terminate this Agreement, and all Deposits paid or agreed to be paid will be paid to Seller as liquidated damages, if (1) Buyer has materially misrepresented Buyer's financial status; or (2) Buyer's bank does not pay, when presented, any check given as earnest money or fails to timely make a wire transfer for Buyer's earnest money; or (3) Buyer fails to close this transaction in accordance with the material terms of this Agreement. The parties expressly agree Seller's economic and non-economic damages arising from Buyer's failure to close this transaction in accordance with the terms of this Agreement would be difficult or impossible to ascertain with any certainty, that the Deposits identified in this Agreement are a fair, reasonable, and appropriate estimate of those damages, and represent a binding liquidated sum, not a penalty.

The Seller's sole remedy against Buyer for Buyer's failure to close this transaction in accordance with the material terms of this Agreement is limited to the amount of earnest money paid or agreed to be paid in this Agreement. Seller's right to recover from Buyer any unpaid earnest money agreed to be paid in this Agreement will be resolved as described in the Dispute Resolution Sections below.

28.1 CLOSING: Closing will occur on a date mutually agreed on between Buyer and Seller on or before ___04/19/2022___ (the "Closing Deadline"). Buyer and Seller acknowledge for Closing to occur by the Closing Deadline, it may be necessary to execute documents and deposit funds in Escrow prior to that date.

Caveat: If Escrow is to prepare documents required under Section 6, Seller must so notify Escrow three (3) days prior to the Closing Deadline.

28.2 THE CLOSING DISCLOSURE: Pursuant to TRID (defined in Section 9 - Title Insurance), Buyer and Seller will each receive a "Closing Disclosure" which, among other things, summarizes each party's closing costs. TRID requires the Closing Disclosure must be received by a residential loan borrower at least three (3) business days prior to "consummation" of the transaction, which in most cases in Oregon will be the date on which Buyer signs the loan documents. Under certain circumstances, a change to the Closing Disclosure late in the transaction could result in a delay in closing to comply with the three-business-day rule.

Such a delay beyond the Closing Deadline could result in termination of the transaction unless Seller and Buyer mutually agree to extend it.

28.3 NOTICE REGARDING TITLE INSURANCE COSTS: The manner in which TRID requires title insurance costs to be disclosed differs from the actual costs that may be charged to the parties under Oregon law. In such instances, at Closing, Escrow may issue a separate statement showing the actual costs for an owner's policy of title insurance and, where applicable, the lender's policy of title insurance. Seller and Buyer are encouraged to discuss this with Escrow prior to Closing.

30. DEED: Seller will convey marketable title to the Property by statutory warranty deed (or good and sufficient personal representative's or trustee's or similar legal fiduciary's deed, where applicable) free and clear of all liens of record, except property taxes that are a lien but not yet payable, zoning

<table>
<thead>
<tr>
<th>Buyer Initials</th>
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<th>Date</th>
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<tbody>
<tr>
<td>Seller Initials</td>
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2117 Almedair
31.1 POSSESSION: Is one or more tenants currently in possession of the Property? (select one) ☑ Yes ☐ No

☐ Seller will remove all tenants prior to Closing, pay any legally-required tenant relocation costs, and deliver possession to Buyer by 5:00 p.m. on the date of Closing.

☐ Buyer will accept all tenants at Closing, and unless provided otherwise in this Agreement, all rents will be prorated as of Closing, and all deposits held on behalf of tenants by Seller will be transferred to Buyer through Escrow at Closing. Buyer and Seller are encouraged to attach OREF 070 Investment Property Addendum to address additional items related to Buyer accepting tenants at Closing.

☐ If No, possession of the Property will be delivered to Seller by Buyer (select one):

☐ by 5:00 p.m. on the date of Closing;

☐ by ___________ a.m. p.m., _______ days after Closing;

☐ by ___________ a.m. p.m. on the ____________.

Seller will remove all of Seller's personal property (including trash), prior to Closing.

31.2 DELIVERY OF POSSESSION BEFORE/AFTER CLOSING: If the parties agree that Seller will deliver possession to Buyer before or after Closing, Buyer has attached OREF 053 Agreement to Occupy Before Closing or OREF 054 Agreement to Occupy After Closing to this Agreement.

TAXES

32.1 OREGON STATE TAX WITHHOLDING OBLIGATIONS: Subject to certain exceptions, Escrow is required to withhold a portion of Seller's proceeds if Seller is a non-resident individual or corporation as defined under Oregon law, Buyer and Seller agree to cooperate with Escrow by executing and delivering any instrument, affidavit, or statement as requested, and to perform any acts reasonable or necessary to carry out the provisions of Oregon law.

32.2 FIRPTA TAX WITHHOLDING REQUIREMENT: The Foreign Investment in Real Property Tax Act ("FIRPTA") requires a buyer to withhold a portion of a Seller's proceeds (up to 15% of the purchase price) if the Seller is a "foreign person" who does not qualify for an exemption. A "foreign person" is generally a person who is not a U.S. citizen or a resident alien (a "green card") holder.

If FIRPTA applies (that is, if Seller is a foreign person), then even if there is an exemption, Buyer and Seller must ask Escrow to assist the parties with FIRPTA compliance (see OREF 002 Advisory Regarding FIRPTA Tax). Seller's failure to comply with FIRPTA is a material default under this Agreement.

If FIRPTA does not apply (that is, if Seller is not a foreign person, then Seller will deliver to Escrow a Certification of Non-foreign Status provided by escrow that complies with 26 CFR §1.1445-2 (the "Certificate") prior to Closing. If Seller fails to do so, Seller will be presumed to be a foreign person, and the terms of the previous paragraph will apply. Escrow is instructed to act as a "Qualified Substitute" and provide Buyer with a Qualified Substitute Statement that complies with 26 USC §1445(b)(9) at Closing.

If Escrow does not agree to assist with FIRPTA compliance (including providing the form Certificate or acting as a Qualified Substitute), then either Buyer or Seller may move Escrow to another Oregon-licensed escrow agent who is willing to assist with FIRPTA compliance, in which case the parties will equally share any cancellation fees. If due to moving Escrow, this transaction cannot be closed by the Closing Date, the Closing Date will be extended by five (5) Business Days to accommodate the move.

Seller's and Buyer's Agents are not experts in FIRPTA and will not act as a transferor or transferee agent or "Qualified Substitute" for purposes of the Withholding Requirement. If FIRPTA may apply in this transaction, Seller and Buyer should promptly consult their own experts familiar with FIRPTA related law and regulations. For further information, see www.irs.gov.

33. IRC 1031 EXCHANGE: If Buyer or Seller elects to complete an IRC 1031 exchange in this transaction, the other party agrees to cooperate with them and the accommodation, if any, in a manner necessary to complete the exchange, so long as it will not delay the close of escrow or cause additional expense or liability to the cooperating party. Unless otherwise provided in this Agreement, this provision will not become a contingency in this Closing of the transaction.

34. LEVY OF ADDITIONAL PROPERTY TAXES: The Property (select one) ☑ is ☐ is not specially assessed for property taxes (for example, farm, forest, or other) in a way resulting in the levy of additional taxes in the future. If it is specially assessed, Seller represents the Property is current as to income or other conditions required to preserve its deferred tax status. If, as a result of Buyer's actions or the Closing of this transaction, the Property is either disqualified from special use assessment or loses its deferred property tax status, then unless otherwise specifically provided in this Agreement, Buyer will be responsible for and will pay when due, any deferred and/or additional taxes and interest that may be levied against the Property, and will hold Seller completely harmless therefrom.
386 However, if as a result of Seller’s actions prior to Closing, the Property either is disqualified from its entitlement to special use assessment or loses its deferred property tax status, and if Seller did not disclose the upcoming disqualification or loss of status to Buyer in writing prior to Closing, Buyer may, at Buyer’s sole option, promptly terminate this transaction and receive a refund of all Deposits paid by Buyer in anticipation of Closing; or close this transaction and hold Seller responsible to pay into Escrow all deferred and/or additional taxes and interest levied or recaptured against the Property and hold Buyer completely harmless therefrom. The preceding will not be construed to bar Buyer’s or Seller’s available remedies or damages arising from a breach of this Section 34 (Lewy of Additional Property Taxes).

392 35. HISTORIC PROPERTY DESIGNATION: If the Property is or may be subject to a Historic Property local ordinance or is subject to or may qualify for the Historic Property Special Property Tax Assessment under ORS 358.475 to 358.566, Seller will promptly provide OREF 045A Historic Property Addendum.

395 36. DEFINITIONS: In this Agreement, the words or phrases below begin with an uppercase letter, they have the following meanings:

Agent means Buyer’s and Seller’s real estate agents licensed in the State of Oregon.

Agreement or “Sale Agreement” means this Residential Real Estate Sale Agreement and any written offer, counter-offer, or addendum in any form or language that adds to, amends or otherwise modifies this Agreement that has been Signed and Delivered.

Business Day means Monday through Friday, except days that are recognized by Oregon or the United States as official holidays.

Closing, Closed, Closing, or Closing Date mean when the deed or contract is recorded and funds are available to Seller.

Deposits means the Deposit and any Additional Deposit described in Section 1 (Parties/Prices/Property Description) of this Agreement.

Effective Date means the date when this Agreement has been Signed and Delivered.

Firm means the real estate company with which an Agent is affiliated.

Notice means a written statement delivered using the Notification Method described in Section 37(2) (Miscellaneous).

Notify means delivering a Notice to the other party or their Agent.

Signed and Delivered means the date and time the Seller and Buyer have: (a) signed the Agreement and (b) transmitted it to the other party or their Agent, either by manual delivery (“Manual Delivery”) or by facsimile or electronic mail (“Electronic Transmission”). When this Agreement is “Signed and Delivered,” the Agreement becomes legally binding on Buyer and Seller, and neither has the ability to withdraw their acceptance of this Agreement.

Smart Home Features means appliances, lighting, or electronic devices that can be controlled remotely by the owner, often via a mobile app. Smart home features may also operate in conjunction with other devices in the home and communicate information to other smart devices.

37. MISCELLANEOUS:

(1) TIME. Time is of the essence of this Agreement.

(2) NOTICES. Except as provided in Section 9 (Title Insurance) above, all written Notices or documents required or permitted under this Agreement to be delivered to Buyer or Seller may be delivered to their respective Agent with the same effect as if delivered to that Buyer or Seller. On opening of this transaction with Escrow, Buyer, Seller, and their respective Agents, where applicable, will provide Escrow with their preferred means of receiving Notice (for example, email or text address, facsimile number, mailing or personal delivery address, or other), which will serve as the primary location for receipt of all Notices or documents. When a Notice is deemed delivered as of the earliest of:

(a) the date and time the Notice is sent by email or fax;

(b) the time the Notice is personally delivered to either the Agent or the Agent’s Office; or

(c) three (3) calendar days after the date the Notice is posted in the U.S. Mail.

(3) NONPARTIES. Agent(s) and Firm(s) identified in the Final Agency Acknowledgment Section above are not parties to this Agreement but are subject to Section 40.3 (Mediation and Arbitration Involving Agents/Firms).

(4) TIME ZONES. Any reference in this Agreement to a specific time refers to the time in the time zone where the Property is located.

(5) ELECTRONIC TRANSMISSION. The sending of a signed acceptance of this Agreement via Electronic Transmission from one party (or their Agent) to the other party (or their Agent) will have the same effect as Manual Delivery of the signed original. If the parties intend to use any other method for transmitting a signed offer or acceptance of the Agreement (such as regular mail, certified mail, or overnight delivery), they should so specify at Section 23 (Additional Provisions) of this Agreement.

(6) BINDING EFFECT. This Agreement is binding on the heirs, successors, and assigns of Buyer and Seller. However, Buyer’s rights under this Agreement or in the Property are not assignable without the prior written consent of Seller.

Buyer Initials / Date

Seller Initials / Date

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(7) COUNTERPARTS. This Agreement may be signed in multiple legible counterparts with the same legal effect as if all parties signed the same document.

(8) DAYS. Time calculated in days after the Effective Date will start on the first full Business Day after the Effective Date. If a date is calculated based on the "date Buyer is entitled to possession," and if Buyer will not be entitled to possession of the Property because one or more tenants is in possession, the "date Buyer is entitled to possession" will, for that purpose, be deemed to be the Closing Date.

(9) DEADLINES. Except for the Lead-Based Paint Contingency Period identified in Section 12 (Lead-Based Paint Contingency Period), unless a different time is specified in the Agreement, all deadlines for performance, measured in business or calendar days, will terminate as of 5:00 p.m. on the last day of that deadline, however designated.

DISPUTE RESOLUTION

38. FILING OF CLAIMS: All claims, controversies, and disputes between Seller, Buyer, Agents, and/or Firms, relating to the enforcement or interpretation of this Sale Agreement (including those for rescission), as well as those relating to the validity or scope of the Sale Agreement, and all matters concerning the jurisdiction of the arbitrator(s) and/or Arbitration Service of Portland, to hear and decide questions of arbitrability (collectively, "Claims"), will be exclusively resolved in accordance with the procedures in this Agreement, which will survive Closing or earlier termination of this transaction. All Claims will be governed exclusively by Oregon law, and venue will be placed in the county where the Property is situated. Filing a Claim for arbitration will be treated the same as filing in court for purposes of meeting any applicable statute of limitations or statute of ultimate repose, and for purposes of filing a lis pendens.

By consenting to the provisions in this Agreement, Buyer and Seller acknowledge they are giving up the constitutional right to have Claims tried by a judge or jury in State or Federal court, including all issues relating to the arbitrability of Claims.

39. EXCLUSIONS: The following will not constitute Claims:

(1) Any proceeding to enforce or interpret a mortgage, trust deed, land sale contract or recorded construction lien;

(2) A forcible entry and detainer action (eviction);

(3) If the matter is exclusively between REALTORS® and is otherwise required to be resolved under the Code of Ethics & Professional Standards Policies of the National Association of REALTORS®;

(4) If the matter relates to a commission or fee with an Agent or Firm, and the written listing, service or fee agreement with Buyer or Seller contains a mandatory mediation and/or arbitration provision; and

(5) Filing in court for the issuance of provisional process described under the Oregon Rules of Civil Procedure; however, such filing will not constitute a waiver of the duty to utilize the dispute resolution procedures described in this Agreement.

40.1 SMALL CLAIMS BETWEEN BUYER AND SELLER: All claims between Buyer and Seller within the jurisdiction of the Small Claims Court of the county in which the Property is located will be brought and decided there, in lieu of mediation, arbitration, or litigation in any other forum.

Notwithstanding ORS 46.455(3), neither Buyer nor Seller will have a right to request a jury trial and so remove the matter from the Small Claims Department of the Circuit Court. A judgment in Small Claims Court is final and binding and there is no right of appeal.

40.2 MEDIATION AND ARBITRATION BETWEEN BUYER AND SELLER: If Buyer's or Seller's Agent is a member of the National Association of REALTORS®, all Claims will be submitted to mediation as offered by the local REALTORS® Association, if available. If mediation is not available through the Agent's REALTORS® organization, then all Claims will be submitted to mediation through the program administered by Arbitration Service of Portland ("ASP"). All Claims that have not been resolved by mediation as described in this Agreement will be submitted to final and binding arbitration in accordance with the then-existing rules of ASP. The prevailing party in any arbitration between Buyer and Seller will be entitled to recovery of all reasonable attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees. Provided, however, a prevailing party will not be entitled to any award of attorney fees unless it is first established to the satisfaction of the arbitrator(s) (or judge, if applicable) that the prevailing party agreed or agreed in writing to participate in mediation prior to, or promptly upon, the filing for arbitration.

40.3 MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS: All Claims that include Agents or their Firms will be resolved in accordance with the mediation and arbitration process described in Section 40.2 (Mediation and Arbitration Between Buyer and Seller), above, and if applicable, the prevailing party will be entitled to an award of attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees, as provided in that section.

SIGNATURE INSTRUCTIONS

41. OFFER TO PURCHASE: Buyer offers to purchase the Property on the terms and conditions in this Agreement. Buyer acknowledges receipt of a completely filled-in copy of this Agreement, which Buyer has fully read and understands. Buyer acknowledges that Buyer has not relied on any oral or written statement made by Seller or any Agent that is not expressly contained in this Agreement. Neither Seller nor any Agent(s) warrant the square footage of any structure or the size of any land being purchased. If square footage or land size is a material consideration, all structures and land should be measured by Buyer prior to signing, or should be made an express contingency in this Agreement.

Buyer Initials / Date

Seller Initials / Date

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Deed or contract will be prepared in the name of 

Co-Ownership Note: Buyer should secure advice from an expert or attorney regarding different forms of co-ownership and rights of survivorship. Agents are not qualified to provide advice on these issues. Once the form of co-ownership is determined, Buyer should promptly notify Escrow.

This offer will automatically expire on (insert date) 4/19/2023 at __ a.m. __ p.m. (the “Offer Deadline”), if not accepted by that time. Buyer may withdraw this offer before the Offer Deadline any time prior to Seller’s transmission of signed acceptance. This offer may be accepted by Seller only in writing.

Buyer ___________________________ Date ____________________________ a.m. __ p.m. __

City of Grants Pass/Aaron Cubic Manager

Buyer ___________________________ Date ____________________________ a.m. __ p.m. __

This offer was transmitted to Seller for signature on (insert date) ____________________________ at __ a.m. __ p.m. __

By ____________________________________________________________________________ (Agent(s) presenting offer).

42. AGREEMENT TO SELL / ACKNOWLEDGEMENTS: Seller accepts Buyer’s offer. Seller acknowledges receipt of a completely filled-in copy of this Agreement, which Seller has fully read and understands. Seller acknowledges that Seller has not relied on any oral or written statement made by Buyer or any Agent that is not expressly contained in this Agreement. Seller has reviewed the Seller Representations made in Section 14 and elsewhere in this Agreement and will promptly correct, in writing, any inaccurate representations.

Seller ___________________________ Date ____________________________ a.m. __ p.m. __

Curtis Kramer

Seller ___________________________ Date ____________________________ a.m. __ p.m. __

Note: If delivery/transmission occurs after the Offer Deadline identified at Section 41 (Offer to Purchase) above, this Agreement will not become binding on Seller and Buyer unless they agree to extend the Offer Deadline by an Addendum, Counteroffer, or other writing, jointly signed by the parties. The parties’ failure to do so will be treated as a rejection under Section 43 (Seller's Rejection) below, and this transaction will be automatically terminated.

43. SELLER'S REJECTION/COUNTEROFFER (select only one):

☐ Seller does not accept the above offer, but makes the attached counteroffer.

☐ Seller rejects Buyer's offer.

Seller ___________________________ Date ____________________________ a.m. __ p.m. __

Curtis Kramer

Seller ___________________________ Date ____________________________ a.m. __ p.m. __

Buyer Initials / Date

Seller Initials / Date

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Residential MLS#220139720  
2117 SW Allen Creek Road  
Grants Pass, OR 97527  
County: Josephine  
Section: Not Applicable  
Cross Street: Hwy 199 or Nebraska Ave

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<th><strong>Main House SqFt</strong>: 640</th>
<th><strong>Lot Size Acres</strong>: 0.55</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SqFt Source</strong>: Assessor</td>
<td><strong>$225,000</strong></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Bedrooms</strong>: 1</td>
<td><strong>Total Bathrooms</strong>: 1</td>
</tr>
</tbody>
</table>

| **Parcel Number**: R319918 |
| **Property Sub Type**: Single Family |
| **Subdivision Name**: N/A |
| **Lot Size Square Feet**: 23,958 |
| **Year Built**: 1940 |
| **Bathrooms Full**: 1 |
| **Bathrooms Half**: 0 |

Public Remarks: 55 flat acre on Allen Creek Rd. Walking distance to Albertsons Center, Red Robin, YMCA, medical offices, hospital and bus stops. There is a fixed tear-down house and out-buildings plus a 1969 mobile home to be removed by buyer along with trash removal. A quote for clearing the property has been submitted and could be discounted from price. There is city sewer, a well and gas on property. City water is on Allen Creek Rd. This property has a fantastic location and would be great for a new-build home being it's surrounded by nicer neighborhood homes and schools.

Directions: Hwy 199, west. Left onto Allen Creek Rd at Red Robin restaurant.

<table>
<thead>
<tr>
<th><strong>General Property Information</strong></th>
<th><strong>Interior Information</strong></th>
<th><strong>Exterior Information</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Rented</strong>: No</td>
<td><strong>Cooling</strong>: None</td>
<td><strong>Architectural Style</strong>: Cottage/Bungalow</td>
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<tr>
<td><strong>CC&amp;R's</strong>: No</td>
<td><strong>Flooring</strong>: Other</td>
<td><strong>Lot Size Acres</strong>: 0.55</td>
</tr>
<tr>
<td><strong>FIRPTA</strong>: No</td>
<td><strong>Heating</strong>: None</td>
<td><strong>Garage</strong>: No</td>
</tr>
<tr>
<td><strong>Association</strong>: No</td>
<td><strong>Rooms</strong>: Other</td>
<td><strong>Parking Features</strong>: Driveway</td>
</tr>
<tr>
<td><strong>Short Term Rental Permit Issued</strong>: No</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Elementary School</strong>: Allen Dale Elem</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Middle Or Junior School</strong>: South Middle</td>
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<td></td>
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<tr>
<td><strong>High School</strong>: Grants Pass High</td>
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<tr>
<td><strong>Tax Annual Amount</strong>: $5,685.14</td>
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<td></td>
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<td><strong>Tax Year</strong>: 2021</td>
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<tr>
<td><strong>Senior Community</strong>: No</td>
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<thead>
<tr>
<th><strong>Construction</strong></th>
<th><strong>Listing/Contract Information</strong></th>
<th><strong>Listing Office Information</strong></th>
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</thead>
<tbody>
<tr>
<td><strong>New Construction</strong>: No</td>
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<tr>
<td><strong>Accessory Dwelling Unit YN</strong>: No</td>
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<td></td>
</tr>
<tr>
<td><strong>Levels</strong>: One</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Common Walls</strong>: No Common Walls</td>
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<td></td>
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<tr>
<td><strong>Construction Materials</strong>: Frame</td>
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<td></td>
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<tr>
<td><strong>Foundation Details</strong>: Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Power Production</strong>: None</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Roof</strong>: Shake</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Sewer</strong>: Public Sewer</td>
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<td></td>
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<tr>
<td><strong>Water Source</strong>: Well</td>
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<td></td>
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<td><strong>Original List Price</strong>: $225,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>List Price per SqFt</strong>: $351.58</td>
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<tr>
<td><strong>Listing Contract Date</strong>: 02/21/2022</td>
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<tr>
<td><strong>Under Contract Date</strong>: 03/11/2022</td>
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<td></td>
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<td><strong>Special Listing Conditions</strong>: Standard</td>
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<td></td>
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<tr>
<td><strong>Listing Terms</strong>: Cash</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Preferred Escrow Company &amp; Officer</strong>: First American Title, Betty Hobbs</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Listing courtesy of:**
Susan Tamraz License: 891100116  
exRealty, LLC  
79 Fruitdale Dr  
Grants Pass, OR 97527  
541-508-8858  
888-814-9013  
susanatamraz@yahoo.com

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SELLER'S PROPERTY DISCLOSURE STATEMENT

Property Address: 2117 SW Allen Creek Rd, Grants Pass, OR 97527-5826

INSTRUCTIONS TO THE SELLER

1. Please complete the following form. Do not leave any spaces blank. Please refer to the line number(s) of the question(s) when you provide your explanation(s). If you are not claiming an exclusion or refusing to provide the form under ORS 105.475 (4), you should date and sign each page of this disclosure statement and each attachment.

2. Each seller of residential property described in ORS 105.465 must deliver this form to each buyer who makes a written offer to purchase. Under ORS 105.475 (4), refusal to provide this form gives the buyer the right to revoke their offer at any time prior to closing the transaction. Use only the section(s) of the form that apply to the transaction for which the form is used. If you are claiming an exclusion under ORS 105.470, fill out only Section 1.

3. An exclusion may be claimed only if the seller qualifies for the exclusion under the law. If not excluded, the seller must disclose the condition of the property or the buyer may revoke their offer to purchase any time prior to closing the transaction. Questions regarding the legal consequences of the seller's choice should be directed to a qualified attorney.

DO NOT FILL OUT THIS SECTION UNLESS YOU ARE CLAIMING AN EXCLUSION UNDER ORS 105.470

Section 1. EXCLUSION FROM ORS 105.465 TO 105.490:

You may claim an exclusion under ORS 105.470 only if you qualify under the statute. If you are not claiming an exclusion, you must fill out Section 2 of this form completely.

Initial only the exclusion you wish to claim:

☐ This is the first sale of a dwelling never occupied. The dwelling is constructed or installed under building or installation permit(s) #

☐ This sale is by a financial institution that acquired the property as custodian, agent or trustee, or by foreclosure or deed in lieu of foreclosure.

☐ The seller is a court appointed (Check only one): ☐ receiver ☐ personal representative ☑ trustee ☐ conservator ☐ guardian

This sale or transfer is by a governmental agency.

Signature(s) of Seller(s) Claiming Exclusion

Seller ___________________________ Date ____________ ← Seller ___________________________ Date ____________ ←

Signature(s) of Buyer(s) Acknowledging Seller's Claim

Buyer ___________________________ Date ____________ ← Buyer ___________________________ Date ____________ ←

IF YOU DID NOT CLAIM AN EXCLUSION IN SECTION 1, YOU MUST FILL OUT THIS SECTION.

Section 2. SELLER'S PROPERTY DISCLOSURE STATEMENT

(NOT A WARRANTY) (ORS 105.465)

NOTICE TO THE BUYER: THE FOLLOWING REPRESENTATIONS ARE MADE BY THE SELLER(S) CONCERNING THE CONDITION OF THE PROPERTY LOCATED AT 2117 SW Allen Creek Rd, Grants Pass, OR 97527-5826, THE "PROPERTY".

DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME OF DISCLOSURE. BUYER HAS FIVE BUSINESS DAYS FROM THE SELLER'S DELIVERY OF THIS SELLER'S DISCLOSURE STATEMENT TO REVOKE BUYER'S OFFER BY DELIVERING BUYER'S SEPARATELY SIGNED WRITTEN STATEMENT OF REVOCATION TO THE SELLER DISAPPROVING THE SELLER'S DISCLOSURE STATEMENT, UNLESS BUYER WAIVES THIS RIGHT AT OR PRIOR TO ENTERING INTO A SALE AGREEMENT.

Seller ___________________________ Date ____________ ← Seller ___________________________ Date ____________ ←

Curtis Kramer

Buyer's Initials ____________ / Date __________________

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WILD ROGUE GROUP EXP LLC, 79 FRUITDALE DR, GRANTS PASS OR 97527

PRODUCED WITH LION WOLF TRANSACTIONS (ZIPFORM EDITION) 717 N HUNDOOD ST, SUITE 2200, DALLAS, TX 75201

Phone: 541-584-6808 Fax: 2117 SW Alka

www.oref.com
LEAD-BASED PAINT DISCLOSURE ADDENDUM

PROPERTY ADDRESS 2117 SW Allen Creek Rd/ R319918, Grants Pass, OR 97527-5826

This Addendum must be part of every Real Estate Sale Agreement for the sale of a home built prior to 1978. A copy of the completed Addendum may be treated as an original.

LEAD WARNING STATEMENT

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead paint, which may place young children at risk of developing lead poisoning. Lead poisoning in young children may cause permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER'S AGENT'S ACKNOWLEDGMENT:

Agent has informed the seller of the seller's obligations under 42 USC 4852d and is aware of his/her responsibility to ensure compliance.

SELLER'S DISCLOSURE

1. Seller must check either (a) or (b) below regarding presence of lead-based paint and/or lead-based paint hazards:
   (a) Seller has knowledge of lead-based paint and/or lead-based paint hazards in the housing (explain).
   (b) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

2. Seller must check either (a) or (b) below regarding records and reports available to the Seller:
   (a) Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):
   (b) Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

BUYER'S ACKNOWLEDGMENT:

1. Buyer has received copies of all information listed at 2(a) above. Buyer Initials:

2. Buyer has received the pamphlet Protect Your Family from Lead in Your Home. Buyer Initials Required:

3. Buyer must check either (a) or (b) below, confirming Buyer has:
   (a) Pursuant to the provisions contained in the "Lead Based Paint Inspection" section of the Real Estate Sale Agreement, received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
   (b) Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

RIGHT OF CANCELLATION WITHIN LEAD-BASED PAINT CONTINGENCY PERIOD

If this Lead-Based Paint Disclosure Addendum (hereinafter this "Disclosure Addendum") is delivered to Buyer after Buyer's offer is accepted by Seller unless waived pursuant to Buyer's Acknowledgment of this Disclosure Addendum, Buyer shall have the right to cancel the Real Estate Sale Agreement within ten (10) calendar days (or other mutually agreed upon period) which shall commence on the day following the date of delivery by Buyer giving written notice of cancellation to Seller. Upon such cancellation, all earnest money deposit(s) shall be promptly refunded to Buyer and this transaction shall be terminated.

CERTIFICATION OF ACCURACY (BUYER, SELLER, AND AGENTS TO SIGN BELOW):

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Buyer: ___________________________ Date: ___________

Seller: ___________________________ Date: ___________

Seller's Agent: ____________________ Date: ___________

Buyer's Agent: ____________________ Date: ___________

Buyer's Agent's Firm: ____________

Seller's Agent's Firm: ____________

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Lines with this symbol → REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE

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Whidbey Rogue Group Exp LLC, 79 Fruitdale DR Grants Pass OR 97527
Susan Tamraz

Produced with Lone Wolf Transactions (UpForm Edition) 717 N Hanwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Phone: 541.986.8318  Fax: 541.986.8318
2117 Alsea wood Dr
IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

Protect Your Family From Lead in Your Home

EPA United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

March 2021
Other Sources of Lead

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- **Old toys and furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead. 
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "greta" and "azarcon," used to treat an upset stomach.

---

Health Effects of Lead

**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

**In children, exposure to lead can cause:**

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

**In adults, exposure to lead can cause:**

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

---

*In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 0.00 ppm by weight in most children's products.*
Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

For More Information

The National Lead Information Center
Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call 1-800-424-LEAD (5323).

EPA's Safe Drinking Water Hotline
For information about lead in drinking water, call 1-800-426-4791, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline
For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call 1-800-638-2772, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies
Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at 1-800-424-LEAD.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at 1-800-877-8339.
U.S. Environmental Protection Agency (EPA)
Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(816) 372-7941

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
3800 Woodbridge Avenue
Building 23, Mail Stop 225
Edison, NJ 08837-3679
(732) 225-8671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)
Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 286-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5 (IL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 68 Tribes)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2735
(214) 365-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd., 2nd Floor
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St., SW
Denver, CO 80202
(303) 312-6606

Region 9 (Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. EPA Region 9 (CMC-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 347-4280

Region 10 (Alaska, Idaho, Oregon, Washington)
Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air & Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 533-1200

Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.
Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have lead-based paint? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:
- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:
- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:
- Read EPA's pamphlet, The Lead-Safe Certified Guide to Renovate Right, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC
4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead/

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410
EPA-747-K-12-001
March 2021
Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Step You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech- challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.
Renovating, Repairing, or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, The Lead-Safe Certified Guide to Renovate Right

RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- Contain the work area. The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.

- Avoid renovation methods that generate large amounts of lead-contaminated dust. Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gumming, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
  - Using a heat gun at temperatures greater than 1100°F

- Clean up thoroughly. The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.

- Dispose of waste properly. Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getlead-safe, or read The Lead-Safe Certified Guide to Renovate Right.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new and re-painted paint in excess of 90 parts per million (ppm) by weight.
Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. Lead-based paint may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot (µg/ft²) and higher for floors, including carpeted floors
- 100 µg/ft² and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips which you can see and lead dust which you may not be able to see both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot (µg/ft²) for floors, including carpeted floors
- 100 µg/ft² for interior windows sills
- 400 µg/ft² for window troughs

Abatements are designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), epa.gov/lead, or call 1-800-424-LEAD.
Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can temporarily reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.

- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.

- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.

- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint inspection tells you if your home has lead-based paint and where it is located. It won’t tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples

- A risk assessment tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples

A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.
Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor.
- Use EPA-recognized tests kits to determine if lead-based paint is present (but not in housing receiving federal assistance).
- Presume that lead-based paint is present and use lead-safe work practices.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call 1-800-424-LEAD (5323) for a list of contacts in your area.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family’s risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children’s hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

---

3 Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.
PRIVATE WELL ADDENDUM TO REAL ESTATE SALE AGREEMENT

Buyer(s) Aaron Cubic/Augustus Ouel/City of Grants Pass
Seller(s) Curtis Kramer
Property Address 2117 SW Allen Creek Rd, Grants Pass, OR 97527-5826

OREGON LAW: If this transaction includes a well that supplies domestic water to the Property, Oregon law requires Seller shall have the well tested for arsenic, nitrates, and total coliform bacteria (ORS 448.271). For more information, see the Oregon.gov webpage titled “Domestic Well Testing and Real Estate Transactions”. Note: This only applies to wells made operational to supply groundwater for domestic purposes. Capped domestic wells on unimproved lots are not required to be tested. (See website www.public.health.oregon.gov)

REPRESENTATIONS, TESTING, COOPERATION

1. SELLER REPRESENTATIONS REGARDING WELL AND WELL WATER: Seller represents to Buyer, to the best of Seller's knowledge: (a) The domestic well has provided an adequate supply of water to the Property throughout the year for household use; (b) The water is fit for human consumption; and (c) The continued use of the well and water complies with all applicable state and federal laws. No other representations are made concerning the well and well water supply, except as expressly stated elsewhere in this Agreement and the Seller’s Property Disclosure Statement, if applicable.

2. SELLER TESTING DUTIES: Within _________ business days, (five [5] if not filled in) after Buyer and Seller have signed and accepted this Agreement, Seller shall, at Seller's cost: (a) Order well water sample collection by a registered sanitarian, certified water system operator, well driller, pump installer, or lab technician prior to any treatment, and testing ordered with a laboratory accredited according to Oregon Environmental Laboratory Accreditation Program (ORELAP) standards, for arsenic, nitrates, and total coliform bacteria; (b) Submit promptly upon receipt, the results to Buyer and the Oregon Healthy Authority (the “Authority”); (c) Complete and submit to the Authority its Water Systems Data Sheet (“Data Sheet”) which must include: (i) Copies of the arsenic, nitrates, and total coliform bacteria lab slips, and (ii) The Water Resources Department well identification number, description of the Property, and location, identifying the street address, city, state, and zip code, together with the township, range, section number. (Note: (a) if the well is in a designated area of public health concern, the Authority may require additional testing; (b) The lab tests may not be waived, even if Buyer agrees not to have the well tested; (c) If the well is not located on the Property, but it includes a legal interest to a well on adjacent property (for example an easement), the legal interest would be considered part of the Property that is the subject of this transaction, and the preceding testing and submission requirements are required.)

See: www.public.health.oregon.gov (Search URL: Oregon Health Authority Well Testing)

Seller shall (if available) provide Buyer with the following information regarding the well located on or serving the Property:

☐ well logs (specify)
☐ well test reports (specify)
☐ other reports (specify)
☐ none. Seller has no documents regarding the well.

3. BUYER TESTING DUTIES: Within _________ business days, (five [5] if not filled in) after Buyer and Seller have signed this Agreement, Buyer may order well water testing for quantity or quality by a qualified professional testing service.

Buyer elects to have the following additional professional tests performed:

☐ Well flow test
☒ Additional arsenic, nitrates and total coliform bacteria
☐ Lead test
☐ Additional water quality tests
☒ Other (specify) BNA complete

Buyer's expense Seller's expense
Buyer's expense Seller's expense
Buyer's expense Seller's expense
Buyer's expense Seller's expense

Buyer Initials / Date Seller Initials / Date

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WILD ROGUE GROUP EXP LLC, 79 FRUITDALE DR GRANTS PASS OR 97527
Sue Ann Tamraz

Phone: 541-594-6839 Fax: 541-594-6839
Produced with Land Well Transcripts (zipForm Edition) 717 N Hanwood St, Suite 2000, Dallas, TX 75201
www.lwr.com
PRIVATE WELL ADDENDUM TO REAL ESTATE SALE AGREEMENT

Completed tests, inspections or reports shall be submitted to the other party within forty-eight (48) hours after receipt.

TERMINATION AND WELL REGISTRATION INFORMATION

4. BUYER RIGHT OF TERMINATION: Within 5 business days (five 5) if not filled in) after Buyer’s receipt of all written reports from Buyer’s and Seller’s tests, Buyer shall have the absolute right to terminate this transaction by delivering to Seller: (a) Written notice of intent to declare termination together with a list of substantial deficiencies identified by Buyer; and (b) Copies of all test reports received by Buyer. Upon delivery, Buyer and Seller may negotiate a written agreement as to the method, cost, and financial responsibility for correcting the substantial deficiencies identified by Buyer. If the parties are unable to timely reach a written agreement by 5:00 p.m. on the last day of the Negotiation Period, all earnest money deposits shall be promptly refunded to Buyer, and this transaction shall be terminated. Notwithstanding the preceding, Buyer shall have no obligation to reach any agreement with Seller during the Negotiation Period.

5. WELL REGISTRATION: In the event any wells located upon the Property are not currently registered as a part of the Oregon’s Well Identification Program, Seller agrees to assist Buyer, at Buyer’s expense, in registering them. The preceding sentence shall survive Closing of this transaction. See www.public-health.oregon.gov (Search URL: Oregon Well ID Registration)

BUYER’S ACKNOWLEDGMENT

Buyer acknowledges the Property is served by one or more private wells. Buyer understands while Seller has represented, to the best of Seller’s knowledge, the private well(s) located on or serving the Property has/have provided an adequate supply of water throughout the year for household use, and, to the best of Seller’s knowledge, is/are fit for human consumption, this is not a warranty or guarantee. Natural and man-made events can and do occur which may quickly change well water quality and quantity. Events such as development and drought can affect the quality and quantity of well water. Any well test is merely a reflection of the condition of the well at that time and is not a guarantee of a well’s future performance. All well tests, inspections or reports should be viewed in this light. Buyer acknowledges, Buyer has not received or relied upon any oral or written statements regarding the well(s) made by any real estate agent not expressly contained in the Real Estate Sale Agreement or this Addendum. Buyer should secure expert advice. Your real estate agent is not an expert in well water quality or quantity.

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2017 SW Allen
### Sample Information

| Sample ID: | 22200892 |
| Address of Source: | 2117 Allen Creek |
| Project Name: | None Provided |
| Received Date: | 03/18/2022 |
| Collectors Name: | Pete Fitting |
| Sample Point: | Outside Faucet |
| Source: | Well |
| Treatment System: | None |

### Microbiological (Bacteria) Results

<table>
<thead>
<tr>
<th>Contaminate</th>
<th>Method</th>
<th>RESULTS</th>
<th>Units</th>
<th>Date Analyzed</th>
<th>Analyst</th>
<th>ID</th>
<th>Data Flags</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Coliform</td>
<td>COLILERT</td>
<td>Absent</td>
<td>100ml</td>
<td>3/18/2022 4:07:25 PM</td>
<td>EJS</td>
<td>AC</td>
<td>A</td>
</tr>
<tr>
<td>E. Coli</td>
<td>COLILERT</td>
<td>Absent</td>
<td>100ml</td>
<td>3/18/2022 4:07:25 PM</td>
<td>EJS</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**This Sample DOES Conform**

For samples which do not conform the presence of total coliform bacteria may indicate surface contamination. Although total coliforms are generally harmless, such water is potentially unsafe. In such cases chlorinate the system and resample in 7 days.


The results of analyses on water samples can only be as good as the sample submitted to the lab. The laboratory examination determines the presence or absence of contamination in the submitted sample only; therefore, no definite conclusions should be drawn from a single test.

### Results of Chemical Analysis

<table>
<thead>
<tr>
<th>Contaminant</th>
<th>Method</th>
<th>LOQ</th>
<th>RESULTS</th>
<th>Units</th>
<th>EPA Limit</th>
<th>Date Analyzed</th>
<th>Analyst</th>
<th>ID</th>
<th>Data Flags</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arsenic</td>
<td>SM 3113 B</td>
<td>0.005</td>
<td>ND</td>
<td>mg/L</td>
<td>0.01</td>
<td>03/22/22 8:38 am</td>
<td>JNS</td>
<td>AA</td>
<td>A</td>
</tr>
<tr>
<td>Nitrate</td>
<td>EPA 300.0</td>
<td>0.5</td>
<td>1.31</td>
<td>mg/L</td>
<td>10</td>
<td>03/18/22 12:58 pm</td>
<td>JNS</td>
<td>AB</td>
<td>A</td>
</tr>
</tbody>
</table>

**DEFINITIONS AND DATA FLAGS**

- A: Analysis is covered under OREAP scope of Accreditation
- AA: Analysis is covered under ISO scope of Accreditation
- C: Sample did not meet acceptance criteria
- H: Analysis performed outside method hold time
- ID: Subsample identifier for each Sample number
- M: Matrix Spike recovery is out of control limits due to matrix interference
- ND: None Detected
- S: Sample Outsourced
- E: Estimated Value
- LOQ: Reporting Limit
- N/A: Not Applicable

**Results Color Key**

- White - No EPA Limit
- Medium Risk
- High Risk
- Exceeds EPA Limit
- Call the Lab to Discuss
SEPTIC / ONSITE SEWAGE SYSTEM ADDENDUM

Buyer(s)  Aaron Cubic/Augustus Ogun/City of Grants Pass
Seller(s)  Curtis Kramer
Property Address 2117 SW Allen Creek Rd, Grants Pass, OR 97527-5826

Buyer and Seller hereby agree the following shall become a part of the Real Estate Sale Agreement.

1. DEFINITION OF ONSITE SEWAGE SYSTEMS: Generally, onsite sewage (or "wastewater") systems collect and treat wastewater and sewage from residences that are not connected to public or community systems. The generic term "septic system," is commonly used to describe them. They may include gravity flow systems, septic systems, alternative technology treatment systems, seepage pits, cesspools and other disposal systems. All such systems shall hereinafter collectively be referred to as an "onsite sewage system" or "system". For more information go to Oregon Septic Smart web site: www.oregon.gov.

2. NOTICES: (a) Inspections of onsite sewage systems must be performed by a DEQ certified professional; (b) There may be more than one onsite sewage system on a property; (c) Not all elements of the onsite sewage system may be located on the property they service; (d) Oregon DEQ may require decommissioning of abandoned onsite sewage systems.

3. SELLER REPRESENTATIONS REGARDING ONSITE SEWAGE SYSTEM: Seller represents that to the best of Seller's knowledge, the onsite sewage system serving the Property is: (a) Operating properly; and (b) Complies with all applicable local, state and federal laws. These representations shall be in addition to any others made by Seller in the Sale Agreement, other Addenda, and Seller's Property Disclosure Statement, if any.

4. ONSITE SEWAGE SYSTEM INFORMATION PROVIDED BY SELLER: Seller agrees to provide Buyer, with all written documentation regarding the onsite sewage system, including all inspections/testing done within the last six (6) months, existing maintenance contracts for the onsite sewage system (which may be a DEQ requirement for sand filter and alternative technology systems), and any other material information regarding the system within _______ business days (three [3] if not filled in) after Buyer and Seller have both signed and accepted the Sale Agreement.

5. PROFESSIONAL INSPECTIONS/TESTS/PUMPING/CLEANING/REQUESTED BY BUYER: Buyer requests the following services (hereinafter collectively referred as "Service" or "Services") be performed on the onsite sewage system (check all boxes that apply):

- [] Inspections/Tests (specify) 
- [] Seller pays [ ] Buyer pays
- [] Pumping/Cleaning (specify) 
- [ ] Seller pays [ ] Buyer pays
- [ ] Other (specify) Abandoned
- [] Seller pays [ ] Buyer pays

N/A. (Buyer should seek competent professional advice before checking this option. Buyer's rights to terminate this transaction based upon any test report showing a substantial deficiency in the onsite sewage system are set forth in section 6 below. Buyer should review them carefully.)

Within ______ business days, (five [5] if not filled in) after Buyer and Seller have signed and accepted this Agreement, the party responsible for paying for the above-selected Service shall: (a) Have the Service(s) ordered from a licensed service provider, and (b) thereafter, upon receipt, promptly submit the results to buyer.

6. BUYER'S RIGHT TO TERMINATE TRANSACTION: Buyer shall have ______ business days (five [5] if not filled in) after receipt of any written reports regarding the septic system including but not limited to location and condition (hereinafter the "System Contingency Period"), to notify the Seller, in writing, of Buyer's disapproval of the inspection report in which case all earnest money deposits shall be promptly refunded and this transaction shall be terminated. If Buyer fails to provide Seller with a disapproval of any inspection report(s) by 5:00 pm of the final day set forth above, Buyer shall be deemed to have accepted the condition of the system. Note, if prior to expiration of the above period, written agreement is reached with Seller regarding Buyer's requested changes or repairs, the above period shall be extended.

Buyer Initials / Date

Seller Initials / Date

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automatically terminate, unless the parties agree otherwise in writing. However, during the System Contingency Period, Seller shall not be
required to modify any terms of this Agreement already reached with Buyer. Unless a written and signed modification is reached, at any time during
the System Contingency Period, Buyer may notify Seller, in writing, of Buyer's unconditional disapproval of the system based upon any written
reports. In such case, all earnest money deposits shall be promptly refunded, and this transaction shall be terminated. Buyer shall promptly provide
Seller with a copy of all written reports not previously turned over to Seller. If Buyer fails to provide Seller with written unconditional disapproval by
5:00 p.m. of the final day of the System Contingency Period, Buyer shall be deemed to have accepted the condition of the onsite sewage system.
Note if, prior to expiration of the System Contingency Period, written agreement is reached with Seller regarding ALL Buyer's requested repairs to
the onsite sewage system, the System Contingency Period shall automatically terminate, unless the parties agree otherwise in writing. Termination
of this transaction shall not excuse either party from paying for any Service they agreed to be responsible for in Section 5, above.

7. BUYER'S ACKNOWLEDGMENT: Buyer acknowledges by closing this transaction, it shall mean Buyer is satisfied with all Documents and
Information, received pursuant to this Onsite Sewage System Addendum. Buyer understands while Seller has made certain representations
regarding the condition of the onsite sewage system, they do not represent a guarantee or warranty of future performance. Events may occur
changing the condition of the system after it has been inspected. All Documents and Information and other such information should be viewed in
this light. Buyer acknowledges, Buyer has not received or relied upon any oral or written statements regarding the onsite sewage system made by
Seller or any real estate Agent not expressly contained in the Real Estate Sale Agreement or Addendum. Neither Seller's nor Buyer's Agents
are experts in onsite sewage systems and should not be relied upon to provide opinions, advice or information concerning their current condition or
future performance.

Buyer
Date

Curtis Kramer
Date

Susan Tamraz

WILD ROGUE GROUP EXP LLC
City of Grants Pass

Buyer's Agent

WILD ROGUE GROUP EXP LLC
City of Grants Pass

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ADVISORY REGARDING ELECTRONIC FUNDS

Attention:

Transferring funds electronically is more of a threat than many buyers realize.

Every day, scammers pretend to be trusted advisors, and by changing an email address or phone number, they can trick people into sending their money to a fake account. Consumers have lost billions of dollars to scammers in real estate transactions.

1. HERE’S HOW CRIMINALS MAY TRY TO STEAL MONEY:
   - They gain access to peoples’ emails to find out who is going to be sending money electronically.
   - They make fake websites and use phony contact information (email addresses and phone numbers) so that they look like those belonging to your real estate agent, lender, title company, or other people you already know.
   - They slightly change the information you have received from someone you are doing business with.
   - They put pressure on you to do something quickly or at the last minute.

2. DO NOT LOSE MONEY! FOLLOW THESE SIMPLE RULES:
   - When you are trying to contact someone, make sure to use contact information that did not come from a scammer. Gather contact information from your real estate agent, title company and lender into one place at the beginning of the transaction, and only use that information.
   - Some companies use software that requires you to use a password every time you send them a message. While this may take a little more time, it is safer to use them than it is to opt out.
   - Talk with your real estate agent about what to expect during the closing process. If anything different happens, reach out for help.
   - When you receive instructions about sending your money, confirm the authenticity of those instructions by talking in person with or calling a person you know. Make sure you are not talking to the scammer. Always make sure that the information you are relying on is real.
   - If someone tells you that their procedures have changed, or that they have a new bank, or otherwise changes the information you already received, it could be a scam. Reach out to a trusted person for help.
   - Do not use email to send financial information. The email might be sent to a scammer.
   - Do not be uncomfortable with the method you are asked to use to send money, talk with the escrow company about options. Make sure the funds are released well before your transaction closes escrow so that they can be verified.
   - If you think you might have been scammed, act quickly. Contact the bank or business you used to send the money immediately.

To file a complaint with the FBI’s Internet Crime Complaint Center (IC3): [https://www.ic3.gov/Home/FileComplaint](https://www.ic3.gov/Home/FileComplaint)

To file a complaint with the Oregon Department of Justice: [https://www.oregon.gov/ConsumerComplaints/OnlineComplaints/OnlineComplaintForm/Default.htm](https://www.oregon.gov/ConsumerComplaints/OnlineComplaints/OnlineComplaintForm/Default.htm)

ACKNOWLEDGEMENT: The undersigned acknowledge they have read and understand this Advisory and have been provided with a copy for their own files.

<table>
<thead>
<tr>
<th>Buyer Signature</th>
<th>Date <em>a.m.</em> <em>p.m.</em></th>
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</thead>
<tbody>
<tr>
<td>Buyer Signature</td>
<td>Date <em>a.m.</em> <em>p.m.</em></td>
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</tbody>
</table>

[Signature]

<table>
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<th>Seller Signature</th>
<th>Date <em>2/21/22</em> <em>a.m.</em> <em>p.m.</em></th>
</tr>
</thead>
<tbody>
<tr>
<td>Seller Signature</td>
<td>Date <em>a.m.</em> <em>p.m.</em></td>
</tr>
</tbody>
</table>

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ADVISORY REGARDING FIRPTA TAX
(This is an advisory only and should not be relied upon as legal or tax advice.)

1. FIRPTA LAW SUMMARY: Seller and Buyer are advised upon Closing, a Federal law, known as the Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA"), requires buyers to withhold a portion of a seller's proceeds if the real property is located within the United States and the seller is a "foreign person" who does not qualify for an exemption (the "Withholding Requirement"). A "foreign person" includes a nonresident alien individual, foreign corporation that has not made an election under Section 887(i) of the Internal Revenue Code to be treated as a domestic corporation, foreign partnership, foreign trust, or foreign estate but it does not include a resident alien individual. Generally, the following rules apply under FIRPTA:

(a) There is no Withholding Requirement, even if the seller is a "foreign person," if: (i) The purchase price of the property is not more than $300,000; and (ii) The property will be occupied as a residence by a buyer who is an individual (or a member of that buyer's family); and (iii) for at least 50% of the number of days (excluding days the property is vacant) it is used by such person during each of the first two 12-month periods following the date of Closing;

(b) The Withholding Requirement will be ten percent (10%) of the purchase price when the seller is a "foreign person" and the purchase price is over $300,000, but less than $1,000,000, and (a)(ii) and (iii) above apply; and

(c) The Withholding Requirement will be fifteen percent (15%) of the purchase price when the seller is a "foreign person," and the purchase price is over $1,000,000, or the purchase price is less than $1,000,000 and Seller does not qualify for any of the exemptions in (a) or (b) above.

If FIRPTA applies (that is, if Seller is a foreign person), even if there is an exemption, Seller and Buyer must so inform Escrow to determine the extent to which Escrow can assist the parties in compliance with FIRPTA. Note Seller's failure or refusal to comply with FIRPTA requirements constitutes a material default under the real estate sale agreement.

If FIRPTA does not apply (that is, if Seller is not a foreign person), then Seller must complete, sign, and deliver to Escrow a form of certification of non-foreign status provided by Escrow complying with the requirements of 26 CFR § 1.1445-2 (the "Certificate") prior to Closing. Seller is advised the Certificate contains Seller's Social Security Number and other personal information, so Seller may want to contact Escrow to determine if Escrow is willing to act as a "Qualified Substitute" and deliver to Buyer a qualified substitute statement complying with the requirements of 26 USC § 1445(b)(9) (the "Qualified Substitute Statement") in lieu of the Certificate at Closing so Seller's personal information is protected from disclosure to Buyer. Note if Seller fails or refuses to complete, sign, and deliver the Certificate to Escrow prior to Closing, Seller will be presumed to be a foreign person so the Withholding Requirement will apply to the transaction.

If Escrow is unable or unwilling to assist with the FIRPTA-related portion of the Closing (including, without limitation, providing the form Certificate or acting as a Qualified Substitute), Buyer or Seller (as applicable) has the right, but not the obligation, to move Escrow to another Oregon licensed escrow agent willing to assist with the FIRPTA-related portion of the Closing, in which case the parties shall share equally in the cost of any cancellation fees (if applicable). If, due to moving Escrow, the transaction cannot be closed by the Closing Date, the parties agree the Closing Date will be extended for a reasonable period not to exceed five (5) business days to accommodate moving the transaction to the new escrow agent.

If Seller is uncertain about whether Seller is a "foreign person" or Seller or Buyer are uncertain about whether the Withholding Requirement applies or how to comply with the Withholding Requirements, Seller or Buyer (as applicable) should promptly consult their own experts familiar with FIRPTA related law and regulations. For further information, Seller and Buyer should go to: www.irs.gov.
2. RIGHT TO REPLY ON SELLER'S REPRESENTATION: In submitting their offer, it is presumed Buyer has no knowledge, information, or belief Seller is a foreign person or the transaction is subject to FIRPTA. Furthermore, Buyer's and Seller's Agents, their respective Firms, and Escrow, its agents, employees, and representatives, shall have the absolute right to rely upon Seller's representations regarding Seller's non-foreign status as set forth in the Certificate. This right of reliance shall continue through the Closing Date and thereafter unless Seller has disclosed otherwise in writing to Buyer prior to Closing.

ACKNOWLEDGEMENT: The undersigned acknowledge they have read and understand this Advisory and have been provided with a copy for their own files.

<table>
<thead>
<tr>
<th>Buyer Signature</th>
<th>Date</th>
<th>a.m.</th>
<th>p.m.</th>
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<tbody>
<tr>
<td>Buyer Signature</td>
<td>Date</td>
<td>a.m.</td>
<td>p.m.</td>
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<tr>
<td>Curtis Kramer</td>
<td>Date 2.21.22</td>
<td>a.m.</td>
<td>p.m.</td>
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<tr>
<td>Seller Signature</td>
<td>Date</td>
<td>a.m.</td>
<td>p.m.</td>
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AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

TO: Consumer 2117
FROM: eXp Realty
PROPERTY: Allen Creek Rd Grants Pass OR 97527
DATE: 4/26/2022

This is to give you notice that eXp World Holdings, Inc., the parent corporation of eXp Realty, LLC, eXp Realty of California, Inc., eXp Realty North, LLC, eXp Realty of Connecticut, LLC, and eXp Realty Associates, LLC (hereinafter collectively referred to as "eXp Realty"), has a business relationship with those companies listed in this Disclosure Statement. Because of these relationships, the referral of business to any of the companies listed below may provide us, the related parties noted herein and/or their investors, a financial or other benefit.

In connection with the purchase or sale of this property, you may need mortgage financing, title insurance and/or closing services. We recommend Introlend First Cloud, LLC ("Introlend") for mortgage financing, and SilverLine Title & Escrow, LLC ("SilverLine Title") for title insurance and closing services. eXp Realty is a subsidiary of eXp World Holdings, Inc., the parent corporation. eXp World Holdings, Inc. has a 50% ownership interest in First Cloud Investment Group, LLC with the other 50% owned by its affiliated real estate agents that have chosen to purchase an ownership interest. First Cloud Investment Group, LLC owns 100% of Introlend First Cloud, LLC. Neither eXp World Holdings, Inc. nor any of its subsidiaries have an ownership interest in any other investors that have ownership interests in First Cloud Investment Group, LLC. eXp Silverline Ventures, LLC, a subsidiary of eXp World Holdings, Inc., has a 50% ownership interest in SilverLine Title. Neither eXp World Holdings, Inc. nor any of its subsidiaries have an ownership interest in Orange & Blue Holdings 3.0, LLC, which has ownership interest in SilverLine Title.

eXp Realty has a business relationship with, but no ownership interest in, America’s Preferred Home Warranty, Inc. As such, eXp Realty, or its affiliates, may receive financial benefit in the form of marketing fees or fees for services rendered. You are not required to obtain a home warranty and or obtain a home warranty from this America’s Preferred Home Warranty, Inc. as a condition to using eXp Realty’s brokerage services.

Introlend First Cloud, LLC is a mortgage broker. The estimated lender fees listed below can vary and could include additional charges depending upon factors such as the loan product you select and the State where the property is located. There may also be other fees/charges relating to services provided by additional third party settlement service providers. The estimated charges for the settlement services provided by Introlend First Cloud, LLC are detailed on the Good Faith Estimate being provided to you by your loan officer.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider as a condition for the purchase, sale, or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

<table>
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<tr>
<th>COMPANY</th>
<th>ESTIMATED CHARGE OR RANGE OF CHARGES</th>
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<tbody>
<tr>
<td>Introlend First Cloud, LLC (&quot;Introlend&quot;)</td>
<td>Loan Origination Charge 0-3.00% of loan amount (may include 3rd party fees)</td>
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Version No.: 12.15.20
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<th>COMPANY</th>
<th>ESTIMATED CHARGE OR RANGE OF CHARGES</th>
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<tbody>
<tr>
<td>This company provides various real estate mortgage loan origination activities either as a third-party originator or a mortgage broker, including loan pre-qualification, competitive bid process (when providing third-party origination services), loan origination, loan pre-approval, loan structuring, processing and closing.</td>
<td>Loan Discount Fee/points: 0-5% of loan amount Application/Processing Fee: $0.00 - $875.00 Flood and tax service: $0.00 - $85.00 Underwriting Fee: $0.00 - $995.00 Document Review Fee: $0.00 - $500.00 Appraisal Fee: $0.00 - $650.00 Credit Report Fee: $0.00 - $65.00</td>
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Actual charges may vary according to the particular lender selected, the particular circumstances of the underlying transaction, borrower selections, etc. Some or all of these fees may be charged by third-parties and/or the Member Mortgage Lender/Mortgage Broker.

The Member Lenders and Mortgage Brokers have agreed to pay a fee ranging from 0.5% to 2.0% of the loan amount to IntroLend in connection with a range of loan origination services provided by IntroLend to the Member Lender/Mortgage Broker. The fees are paid directly to IntroLend by the Member Lender/Mortgage Broker and are not billed directly to you.

The loan discount fee/points are affected by the note rate. Depending upon market conditions, the loan discount fee/points may be higher to adjust for below-market rates.

There are other charges imposed in connection with mortgage loans. In addition, a lender may require the use of other service providers, including but not limited to any attorney, credit reporting agency or real estate appraiser chosen to represent the lender's interest. If you apply to any of these companies for a loan, you will receive additional information regarding anticipated charges.

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<tr>
<th>SilverLine Title &amp; Escrow, LLC</th>
<th>Title Insurance Policy: $950 - $1706 on a $250,000 property. (Rates vary and are dependent on the state, selling price and loan amount on the property.)</th>
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</thead>
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<tr>
<td>This company provides title insurance and closing services.</td>
<td>Title Search Fee: $250 - $325 (where applicable) Closing Fee: $450 - $550</td>
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ACKNOWLEDGMENT OF RECEIPT OF DISCLOSURE
I/we have read this Affiliated Business Arrangement Disclosure Statement provided by the Broker, eXp Realty, and understand that eXp Realty is referring me/us to the above-described settlement service(s) and the Broker or its affiliate(s) may receive a financial or other benefit as the result of this referral.

**Seller 1:**

[Signature]

**Buyer 1:**

[Signature]